

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JEWELRY 47, INC

Plaintiffs,

AFFIRMATION OF
JEFF DOWNEY

☐ -against-

LARRY BIEGLER and ELOHIM FINANCIAL
AND DIONE TILLMAN

Defendants.
=====X

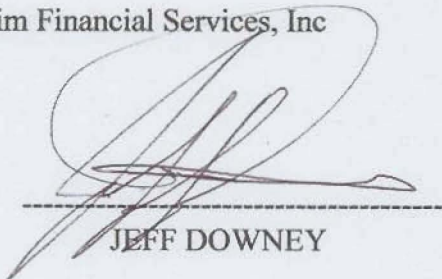
JEFF DOWNEY duly affirms the following under penalties of perjury and pursuant to 28
U.S.C. 1746

1. I currently reside at 5880 Fickett Lane Paradise CA 95969.
2. In or about March 2007 I entered into an agreement with the Defendant Larry Biegler to find a proper distributor to sell an emerald, the largest emerald in the world: the Bahia Emerald. Shortly thereafter, toward the end of March, 2007 I met with Mr. Biegler and he delivered to me the photographs of the stone. I then contacted Jewelry 47, Inc to further assist me with the sale herein. A simple agreement was signed by me, Larry Biegler and Jewelry 47, Inc through its principal Gary Weiss. A true copy of this written agreement is attached hereto and made part of my affirmation. The actual agreement was signed by Mr. Biegler in May 2007 but he purposely dated it July 1, 2007 wherein he informed me that he became the sole owner of the emerald after that date.
3. The joint venture agreement attached hereto states: "90% of the sale price of the

Jeff Downey”.

4. In July 2007 the Bahia Emerald was then placed on EBay, an internet auction site creating tremendous interest therein.
5. On September 18, 2007 I spoke with Larry Biegler who told me to back off from the current deal because he too was working on a deal with Elohim Financial Services, Inc... I was unaware of any deal currently working but I would contact Jewelry 47 and find out the details. Defendants Biegler informed me that he has contracted with Elohim and other parties to purchase the emerald. Defendants Biegler stated that he would not honor the sale pending with Jewelry 47 and Elohim Financial Services Inc. With this discussion it confirmed to me that the Defendants intend to proceed with the sale without honoring their obligations to Jewelry 47, Inc and myself. In fact, an offer was made to me September 17th 2007 by Larry Biegler that I should split a consolation price with Jewelry 47 for a small fraction of the monies we are entitled to under our Joint Venture Agreement. It is clear to me that through the efforts of Jewelry 47 and myself the emerald has been marketed and promoted to stimulate serious offers. Now that a deal is imminent, Defendants seek to cut out myself and Jewelry 47, despite the written agreement.
6. On September 18, 2007 I called Gary Weiss and informed him about the discussion I had with Defendant Biegler, and in fact Jewelry 47, Inc had a purchaser and a contract of sale was forwarded to the purchaser, Elohim Financial Services, Inc

Dated: September 21, 2007
Paradise California



JEFF DOWNEY